



ATTACHMENT D

Charge Ready NY 2.0 Program

Equipment and/or Network Service Provider Terms and Conditions

An Equipment Provider is a business that sells charging equipment that has been accepted as eligible for an incentive from the Charge Ready NY 2.0 Program. A Network Service Provider is a business that provides charging station network services that have been accepted as eligible to operate charging equipment that is eligible for an incentive from the Charge Ready NY 2.0 Program.

General Terms and Conditions for Equipment and/or Network Service Providers:

I hereby acknowledge that I have read and agree to meet and follow the requirements and responsibilities for Equipment and/or Network Service Provider participation as set forth below and in RFQL 5312.

- 1 I certify that the information submitted is true.
- 2 I agree to help incentive recipients comply with program rules by providing instructions and assistance on how to share their charging usage data with NYSERDA through an online portal.
- 3 I acknowledge and agree that all charging station data provided to NYSERDA through these charging stations will be the property of NYSERDA. NYSERDA shall have the right to use, duplicate, or disclose the charging station data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.
- 4 I agree to inform potential customers in New York State who may be eligible for the Program about the Program's availability.
- 5 I agree that only new equipment that has never been installed before will be sold through this program. Resale units, rebuilt, rented, received from warranty insurance claims, or new parts installed in existing units are not eligible to be sold through this program.
- 6 I shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Equipment and/or Network Service Provider's participation in the Program including, without limitation, Equipment and/or Network Service Provider's sale of charging equipment and/or network services in association therewith;
- 7 I certify that I have the legal authority to commit the Equipment and/or Network Service Provider to the obligations herein.

Legal Business Name (Government Name): _____

Employer Identification Number: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email of Authorized Representative: _____

Date: _____